

CITY OF LINCOLN/LANCASTER COUNTY

# CONTRACT AWARD NOTIFICATION

## SPECIFICATION NO.05-020

### ANNUAL REQUIREMENTS FOR RFP ERGONOMIC OFFICE SEATING FOR CITY OF LINCOLN AND LANCASTER COUNTY

**DATE:** August 2, 2005

**CONTRACT PERIOD:** July 1, 2005 thru June 30, 2006

**CONTRACTOR:** Surroundings LLC  
221 Sun Valley Blvd Suite A  
Lincoln NE 68528

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Wendy O'Brien  
**Telephone No.:** 441-5500  
**FAX No.:** 441-5500  
**E-Mail Address:**

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER CONTRACT DATED MAY 4, 2005  
SIGNED BY ELDON PURDY

City EO. No. 73838

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/files/sharpurc/awardnotifications/c05020su

E.O. #05070055  
Dated: JULY 28, 2005

Original Contract to :Contractor  
Public File  
Purchasing

C-05-0387  
**RECEIVED**

JUL 7 2005

LANC. COUNTY CLERK

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**NEBRASKA**

**FOR**

**Specification #05-020**

**ANNUAL REQUIREMENTS FOR**  
**OFFICE SEATING DISCOUNTS**

**CONTRACTOR: Surroundings, LLC, Lincoln, NE**

# LANCASTER COUNTY, NEBRASKA

## CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 12 day of July, 2005, by and between **Surroundings, LLC, 221 Sun Valley Blvd., Suite A, Lincoln, NE, 68528** hereinafter called "Contractor", and the Lancaster County, Nebraska, hereinafter called the "County".

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Annual Requirements for Office Seating Discounts and related services #05-020, including: supplies, equipment, and delivery/pick up to/for Lancaster County Agencies. This Agreement is for Office Seating Discounts as per attached proposal (see Exhibit 2).**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

**Request for Proposal #05-020, Annual Requirements for Office Seating Discounts and related services, including: supplies, equipment, and delivery/pick up to/for Lancaster County Agencies. This Agreement is for Office Seating Discounts as per attached proposal (see Exhibit 2).**

The Work included in this Contract shall for the annual requirements beginning July 1<sup>st</sup>, 2005 through June 30<sup>th</sup>, 2006.

- a. The County, at their discretion and with mutual consent from the Contractor, may extend the period of this agreement up to four (4) additional years, in one (1) year increments.
- b. The Contractor shall be notified in writing by the Purchasing Agent of the County's intention to extend the contract period at least thirty (30) days prior to the expiration of the original contract period.

**TERMINATION OF CONTRACT** This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the

Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

The Contract Documents comprise the Contract, and consist of the following:

1. The Request for Proposals Specifications - **Exhibit 1**
  - 1.1 Instructions to Proposers
  - 1.2 Special Provisions for Commodity Term Contracts
  - 1.3 Scope of Services
  - 1.4 Price Schedule & Sample Pricing
2. The Accepted Proposal - **Exhibit 2**
3. The Contract Agreement
4. Insurance requirements for all Contracts - **Exhibit 3**

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

Kristy Mundt  
Deputy Lancaster County Attorney

COUNTY OF LANCASTER, NEBRASKA

Harry H. H. H.  
Chairperson, Board of Commissioners

Dated: July 12, 2005

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

Dated: \_\_\_\_\_

Surroundings LLC  
Name of Corporation

221 Sun Valley Blvd Lincoln, NE 68521  
Address

By: Eldon Purdy  
Duly Authorized Official

General Manager  
Legal Title of Official

**SURROUNDINGS LLC**

formerly keo office furniture and furnishings

221 sun valley blvd. ste. a  
lincoln, nebraska 68528

tele 402.441.5500 fax 402.441.5511

www.surroundings.biz

May 3, 2005

Ms Kathy Smith, Assistant Purchasing Agent  
c/o Purchasing Agent  
City of Lincoln  
440 S. 8<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508

SUBJECT: OFFICE SEATING PROPOSAL Specification No. 05-020

Dear Ms. Smith:

Enclosed herein is our response to your "Request for Proposal" for office seating.

We are confirming that this contract is for a period of (1) year with options to renew for Four(4) additional one year terms.

This pricing is for the full line of seating as presented in the enclosed pricer within the binder. The proposed discount mirrors the GSA discount and is 57.7% from current list price in effect at the time the order is placed. ALL ORDERS ARE FREIGHT PAID.

The Utilities product offering of Step Stools and Ladders price list, as presented in the back of the binder are not available on GSA but are being offered through "open market" pricing. Your discount will be 48% from current list price in effect at the time the order is placed. ALL ORDERS ARE FREIGHT PAID.

Within this proposal we have included a matrix which explains the warranty for all products and components. Because of the special nature of this product to address multi-shifts and 500# capacity, we felt it was important to clarify the warranty. It is the best in the industry for these applications.

You will also note the special Trade-in proposal for removal and recycling of existing seating product, which we feel gives maximum recycle capabilities and minimal product to landfills. See attachment # 2.

We are truly excited for the opportunity to be a part of your 2005-2006 Seating contract and look forward to working with you and the City of Lincoln Agencies & Departments.

Sincerely,

Eldon Purdy, General Manager  
Enclosures

PROPOSAL  
SPECIFICATION NO. 05-020BID OPENING TIME: 12:00 NOON  
DATE: May 4, 2005

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number 0 through 0 is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned proposer, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for prices listed below.

THE ANNUAL REQUIREMENTS FOR OFFICE SEATING  
PRICING SCHEDULE

1. CHAIR MANUFACTURER Cramer
2. MANUFACTURER'S PRICE LIST NUMBER \_\_\_\_\_ DATE January 1, 2003
3. DISCOUNT STRUCTURE:  

ONE (1) TO _____ CHAIRS:	<u>57.7</u> % DISCOUNT OFF MFG. PRICE LIST	Over \$200,000 List is negotiable
_____ TO _____ CHAIRS:	_____ % DISCOUNT OFF MFG. PRICE LIST	
_____ TO _____ CHAIRS:	_____ % DISCOUNT OFF MFG. PRICE LIST	
4. CONTRACT RENEWAL IS AN OPTION: YES X; NO \_\_\_\_\_
5. TERM PRICE CLAUSE:
  - 5.1 PRICING PERCENT (%) FIRM FOR CONTRACT TERM: YES \_\_\_\_\_; NO X
  - 5.2 PRICE ADJUSTMENTS (NEW PRICES PER PRICE GUIDE) RESTRICTED TO ONCE/PER YEAR.  
A single price increase will occur in accordance with the GSA price increase which this contract mirrors.
6. TRADE-IN ALLOWANCE:
  - 6.1 Proposer agrees to accept trade-in of surplus office seating replaced by office seating purchased from Proposer:  
YES ☒  
NO ☐
  - 6.2 Indicate terms and conditions of trade-in allowance: See attachment #2

7. WARRANTY

7.1 NORMAL USE WARRANTY: See attachment #1 Matrix

7.1.1 STRUCTURAL PARTS: \_\_\_\_\_ YEARS.

DESCRIBE: \_\_\_\_\_

7.1.2 FABRICS/UPHOLSTERY: \_\_\_\_\_ YEARS.

DESCRIBE: \_\_\_\_\_

7.1.3 PNEUMATIC CYLINDER: \_\_\_\_\_ YEARS.

DESCRIBE: \_\_\_\_\_

7.1.4 OTHER: DESCRIBE \_\_\_\_\_

7.2 SHIFT WARRANTY: See attachment #1 Matrix

7.2.1 STRUCTURAL PARTS: \_\_\_\_\_ YEARS.

DESCRIBE: \_\_\_\_\_

7.2.2 FABRICS/UPHOLSTERY: \_\_\_\_\_ YEARS.

DESCRIBE: \_\_\_\_\_

7.2.3 PNEUMATIC CYLINDER: \_\_\_\_\_ YEARS.

DESCRIBE: \_\_\_\_\_

7.2.4 OTHER: DESCRIBE \_\_\_\_\_

8. **INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☒ YES ☐ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

9. COMPANY REPRESENTATIVE RESPONSIBLE FOR THE ADMINISTRATION OF THIS CONTRACT:

NAME: Wendy O'Brien – Surroundings, LLC  
ADDRESS: 221 Sun Valley Blvd., Suite A; Lincoln, NE 68528  
PHONE/FAX NO: 402-441-5500/402-441-5511 (fax)  
LIST OF RESPONSIBILITIES:

- |   |                                |
|---|--------------------------------|
| 3. Keep Catalog/Price List Updated        | 1. Providing quarterly reports |
| 4. Assist with quotation for each contact | 2. Any other necessary tasks   |
| 5. Chair demonstration when needed.       |                                |

10. Complete "Sample Pricing Form" for each chair model you want considered for the contract demonstrator/sample (on loan to the City/County Purchasing Department during the contract.

See attachment #3 Sample Pricing Forms

**AFFIRMATIVE ACTION PROGRAM:** Contractor will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of contractor's equal opportunity policies, procedures and practices.

The undersigned signatory for the proposer represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE:**

**RETURN 8 COMPLETE COPIES OF PROPOSAL, ONE (1) OF SUPPORTING MATERIAL.  
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:  
SEALED PROPOSAL FOR SPEC. 05-020**

Surroundings, LLC

COMPANY NAME

221 Sun Valley Blvd., Suite A

STREET ADDRESS or P.O. BOX

Lincoln, Nebraska 68528

CITY, STATE ZIP CODE

402-441-5500

TELEPHONE

470839545

EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

  
BY (Signature)

Eldon Purdy

(Print Name)

General Manager

(Title)

May 4, 2005

(Date)

Email: wobrien@surroundings.biz

Specifications may also be viewed on our website at: <http://www.lincoln.ne.gov> Key word search "Purchasing", "Bidding Opportunities" (select current year)





Attachment #1

### **The Cramer Warranty**

We stand behind our products. We guarantee our chairs to be free of defects in materials and workmanship from the date of manufacture as follows:

**Cramer 15 Year Multi-Shift Seating:**

Triton™, Triton™ Max, Triton™ Intensive and Triton™ PLUS

**Cramer 10 Year Multi-Shift Seating:**

Rhino™PLUS, Rhino™ Chair, Rhino™ Sit Stand, Fusion™ II, Intensive Task™, and Round Stools

**Cramer 10 Year Single Shift Seating:**

Dimension™, Centris™, Ratio™ and Nimbus™.

Fabric, foam, and arm pads are warranted for three (3) years.

This warranty applies only to products used under normal conditions by the original purchaser. Warranties do not apply to damages from neglect, abuse, normal wear and tear, or to products, the user has modified.

Cramer's liability is limited to the repair or replacement, at Cramer's option, and cannot exceed the original invoice price. Cramer is not liable for incidental or consequential damages arising concerning the sale, use, or serviceability of Cramer products. Repairs or replacements do not extend the original warranty period.

***This warranty is in lieu of other warranties stated or implied.***

These statements are not meant to modify any warranties beyond those listed in the Cramer price lists

\*500 Lb download

## TRADE-INS ATTACHMENT # 2

Surroundings LLC in cooperation with the Joslyn Castle Institute for Sustainable Communities and the Lincoln Center for Sustainable Construction and Recyclable materials, will remove all old and obsolete stock in relationship to Cramer seating sales and take the product to the Sustainable and recyclable Center on West P Street.

This will provide maximum recyclable use of products and eliminate the need to take seating to Landfills.

Surroundings will pay \$ 2.00 per task manager chairs and \$ 1.00 for side, stack and folding chairs

This is a new and exciting opportunity to eliminate waste and reuse as many materials as possible.

COMPANY NAME: Surroundings, LLC  
 ADDRESS: 221 Sun Valley Blvd., Suite A  
 CITY/STATE/ZIP: Lincoln, NE 68528  
 CONTACT: Wendy O'Brien

PHONE: 402-441-5500  
 CELL PHONE: 402-  
 FAX: 402-441-5511  
 EMAIL: wobrien@surroundings.biz

CHAIR LINE AND MODEL #: Cramer

Multi Sheet 24/7

BREAKDOWN OF  
 BASE CHAIR  
 W/OPTIONS

TOTAL PRICE

ORDER  
 NUMBER

DESCRIPTION

UNIT  
 O / M

\$304.14

RPM4-2921

Base price without arms.  
 Rhino Plus with 4-way  
 mechanism which includes:  
 seat height, back height and  
 back angle adjustments.  
 Upholstery: Black Rhino with  
 carpet casters and a black  
 base.

1 EA

\$304.14

ADDITIONS/OPTIONS

b.

Adjustable arms

1 PR

\$54.99

(Photocopy as necessary for number of chairs offered)

ANY NAME: Surroundings, LLC  
ADDRESS: 221 Sun Valley Blvd., Suite A  
CITY/STATE/ZIP: Lincoln, NE 68528  
CONTACT: Wendy O'Brien

PHONE: 402-441-5500  
CELL PHONE: 402-  
FAX: 402-441-5511  
EMAIL: wobrien@surroundings.biz

CHAIR LINE AND MODEL #:

Cramer Triton Chair - 24/7 use rated

BREAKDOWN OF  
BASE CHAIR  
W/OPTIONS

TOTAL PRICE

ORDER  
NUMBER

DESCRIPTION

UNIT  
O / M

TRMD7-464-1

Base Triton Chair with 7-way  
adjustable seat and back: seat  
height, back height, back  
angle, chair tilt, forward tilt  
limiter, seat slider. Medium  
back and carpet casters.  
Grade 4 Zenith fabric with  
1,000,000 double rubs wear  
rating.

1 EA

\$861.00 List

\$419.20

\$364.21

ADDITIONS/OPTIONS

b.

Horizontal and Vertical  
adjustable arms

1 PR

\$130.00 List

\$54.99

(Photocopy as necessary for number of chairs offered)

NAME: Surroundings, LLC  
S: 221 Sun Valley Blvd., Suite A  
CITY/STATE/ZIP: Lincoln, NE 68528  
CONTACT: Wendy O'Brien

PHONE: 402-441-5500  
CELL PHONE: 402-  
FAX: 402-441-5511  
EMAIL: wobrien@surroundings.biz

CHAIR LINE AND MODEL #:

Cramer Triton Max Chair - 500#

BREAKDOWN OF  
BASE CHAIR  
W/OPTIONS

TOTAL PRICE

\$509.72

ORDER  
NUMBER

DESCRIPTION

UNIT  
O / M

TRMD7-352-1

Base Triton max chair with 7-  
way adjustable seat and back:  
seat height, back height, back  
angle, seat angle, chair tilt,  
forward tilt limiter, seat slider.  
Large back and carpet casters.  
Grade 3 Tivoli fabric with  
600,000 double rubs wear  
rating. 500 pound capacity.

1 EA

\$1075.00 List

\$454.73

ADDITIONS/OPTIONS

b.

Horizontal and Vertical  
adjustable arms

1 PR

\$130.00 List

\$54.99

(Photocopy as necessary for number of chairs offered)